MENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.
A001	See Item 16C.	PR11817400		
6. ISSUED BY	CODE	7. ADMINISTERED BY		CODE
Procurement/Contracting Office U.S. Embassy 1-10-5 Akasaka Minato-ku, Tokyo 107-8420 Japan		See Item 6.		
8. NAME AND ADDRESS OF CONTRACTOR		V	$\sqrt{}$ 9a. AMENDMENT OF SOLICITATION NO.	
		,	19JA80-23-Q-0	038
			<b>9b. DATED</b> (SEE ITEM 11)	
			July 27, 2023  10a. MODIFICATION OF CONTRACT/ORDER NO.	
			10b. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
[ ✓ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ✓ ] is extended, [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: (a) by completing Items 8 and 15 and returning one copy of the amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers.  FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.  If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes				
reference to the solicitation and this amendment and is received prior to the opening hour and date specified.  12. ACCOUNTING AND APPROPRIATION DATA				
N/A				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS; IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER:				
E. <b>IMPORTANT:</b> Contractor [ ] lis not, [ ] lis required to sign this document and return <u>one</u> copy to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION				
Request for Quotations (RFQ) No. 19JA80-23-Q-0038 - Swimming Pool Upgrade Services at the Embassy Housing Compound is hereby amended as follows, effective the date of the Contracting Officer's signature:				
1. Delete Attachment $1$ - Statement of Work of RFQ in its entirety and replace with the attached revised Attachment $1$ - Statement of Work.				
2. Extend the quotation due date from 11:00 a.m., Tuesday, August 29, 2023, to 11:00 a.m., Monday, September 11, 2023 (JST),				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (type or print)  16A. NAME OF CONTRACTING OFFICER				
		Russ	ell Cornelia	
15B. NAME OF CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED S	TATES OF AMERICA	16C. DATE SIGNED September 1,
BY		BY (side at time of	Commenting Office and	2023
(signature of person authorized to sign)		(signature of	Contracting Officer)	

## STATEMENT OF WORK

# 1. Scope of work

### 1.1 Reserved.

- **1.2** The contractor shall replace the existing 10 old underwater lights in the Mitsui Housing Compound (MHC) swimming pool.
- **1.3** Replace all tiles that will be damaged during the light replacement work in the MHC swimming pool.

## 2. General Requirements

### 2.1 General:

The Contractor shall provide all labor, supervision, materials, tools, equipment, transportation, services, and incidental materials, except otherwise specified herein, necessary to complete all work required under this contract.

### 2.2 Work Site:

The work site shall be at the swimming pool at the Mitsui Housing Compound, 2-1-1 Roppongi, Minato–ku, Tokyo 106-0032.

### 2.3 Contractor's Personnel/Technical Standard:

The Contractor shall always enforce strict discipline, good order among his employees and assure workmanship of quality. All personnel employed in the performance of this contract shall be qualified and possess the necessary licenses required in their respective trades. All work under this contract shall be performed in a professional manner and in compliance with the Japan Building Electrical Codes and specifications of both Tokyo Gas and product manufacturer.

### 2.4 Materials:

The Contractor shall furnish all materials that are necessary to accomplish the required services in this contract. All materials shall be new and shall meet or exceed the Japan Industrial Standard (JIS).

# 2.5 Disposal of debris:

The Contractor shall always keep the work site neat and clean. During the work, debris shall not be allowed to spread unnecessarily into adjacent areas nor accumulate in the work area itself. All such debris and excess material shall be cleaned up and removed at the completion of the job and shall be properly disposed of outside the Mitsui Housing Compound in compliance to the applicable local codes, for industrial waste disposal.

### 2.6 Protection:

The Contractor shall provide and maintain adequate protection on all work, either in progress or in a completed state under this contract and shall insure that it is continuously protected and secured to prevent any accident or damage to the adjacent property and/or personnel, until completion and final acceptance by the Contracting Officer's Representative. The Contractor shall further be responsible for the proper care and protection of all materials and equipment/tools that are delivered to the work site throughout the contracted work. Any damages to the existing Government property resulting from contractor's performance, shall be repaired, or replaced in an approved manner to its original condition at Contractor's expense.

## 2.7 Contractor's Submittal:

- 2.7.1 **Work Schedules:** The work date will be determined by the requestor. Prior to commencement of work, the Contractor shall submit a work schedule, setting forth date, time, description of work, list of personnel and any other information required by the Contracting Officer's Representative (COR) for approval. This work shall be done during the swimming pool non busy period (December to February)
- 2.7.2 **Report:** Upon work completion, the Contractor shall submit a report consisting of product data, as-built drawing, and sufficient photographs of before and after the work.
- 2.7.3 **Unforeseen Conditions:** If the contractor finds an unusual condition during the work performance, the Contractor shall immediately report the status, its causes, and countermeasures to the COR.

## 2.8 Working Hours:

The Contractor shall arrange its work schedule during the hours between 08:30 - 17:30, Monday through Friday. Should the Contractor need to work in the premises other than the hours specified herein, the Contractor shall submit a written request for any changes of the schedule to the COR well in advance for approval.

### 3. Technical Provisions

#### 3.1 Demolition Work:

### 3.1.1. Reserved

3.1.2 The contractor shall remove the 10 underwater lights and replaced with brand new LED lights.

## 3.2 Materials and Installation:

## 3.2.1 Reserved.

- 3.2.2. The contractor shall remove the 10 old underwater lights and replace with brand new MEAN WELL brand HLG-320H model LED driver and FujiMedica brand, FCB4FB1818-30 (30 degrees) RGB model LED light fixtures.
  - a. The contractor shall install the new light fixtures and components. The contractor can use the existing AC electrical wirings in the location but use the manufacturer recommended connectors when connecting the unit to the existing AC circuit.
  - b. The contractor shall disassemble and reassemble any existing structures that are blocking the location of some of the light fixtures.
  - c. The contractor shall install the necessary water proofing, sealing on the light fixtures. The contractor shall made the necessary adjustment like installing holders and supports in case the new light fixture will not fit the existing space.
  - d. The contractor shall perform water leak test on the light fixture before filling water to the swimming pool.
  - e. The contractor shall include all the necessary connectors, utility boxes, controller, remote controller, and other related materials in installing the new lights.
- 3.2.3. Partial tile removal may be required when replacing underwater lighting. For tile repair after lighting replacement, choose tile colors that are like the surrounding tiles.

## 3.2.4 Reserved.

3.2.5. The USG will drain the swimming pool water one time if necessary.

## 3.3 After Work:

After work is completed, the Contractor shall reassemble the children pool platform to the initial settings and perform a light operation test for several hours to check any possible

problems and perform adjustments as per the manufacturers recommendation or as directed by the U.S. Embassy inspectors.

# 3.4 Work Inspection:

COR will carry out inspections on the contracted work as needed during and after the work. The Contractor shall correct any found deficiencies and/or discrepancies against work requirements and specifications accordingly at no additional cost to the U.S. Embassy.

## 4. Guarantee

The contractor shall guarantee the workmanship and the end product for a period of one (1) year from the date of acceptance by the Contracting Officer's Representative. The Contractor shall repair any found deficiencies and/or damages related to this work at no additional cost to the Government.